

1 closing?

2 A. Okay, I don't understand your  
3 question. The work that was done was supposed  
4 to be, the work that was --

5 Q. Let me rephrase the question --

6 A. Was there some work done --

7 Q. Excuse me, you said some work was  
8 done on the porch and done on the roof. Was  
9 that done shortly after the closing?

10 A. I don't know if it was done before  
11 or after, I'm not sure. It could have been,  
12 some of it could have been done before.

13 Q. Before the closing?

14 A. Some of it could have been done, I  
15 don't know. I don't know.

16 Q. Did you pay rent to Mr. Bigelow?

17 A. No, I did not pay rent to Mr.  
18 Bigelow. I paid payments on the land contract  
19 and the moneys that I sent to him were clearly  
20 marked first payment on land contract, second  
21 payment on land contract, those were, that  
22 statement was on the check.

23 Q. Do you have copies of these canceled  
24 checks?

25 A. No, but I probably can get them.

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1 I'm quite sure the bank has them.

2 Q. These were bank checks?

3 A. They were on my account.

4 Q. What bank account?

5 A. I was with, I think I was with Fifth  
6 Third, I'm not quite sure. I'm not sure.

7 Q. And how much were your payments each  
8 month?

9 A. The payments were 300 a month.

10 Q. And when did those payments start,  
11 do you recall?

12 A. I can't say. Shortly, I think it  
13 was shortly after the contract, I think.

14 Q. Shortly after the closing so maybe  
15 September of '99?

16 A. I'm sure, I think so, I'm not sure,  
17 I'm not sure.

18 Q. Did you make a payment in September  
19 of '99?

20 A. I'm not sure. That's what I'm  
21 saying. I would have to look at the checks to  
22 see. That's been too long and too much has  
23 transpired since. I'm not sure about that.

24 Q. At some point did you become in  
25 default of payment?

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1           A.     I held the payment because the work  
2     on the roof was not completed.

3           Q.     At what point did you withhold the  
4     payments?

5           A.     I don't know, I'm not sure. It was  
6     after I paid at least two, maybe three months  
7     into the payments and I waited and nothing was  
8     being done about the roof.

9           Q.     So you withheld the payments after  
10    the first two or three months?

11          A.     I think so, I'm not sure. I think  
12    so.

13          Q.     And how many payments did you  
14    withhold?

15          A.     I think it was, I think it was  
16    two. . I was sent, when we received an  
17    eviction notice, I think it was \$700 that had  
18    to be withheld or, you know, that was supposed  
19    to be owed, I think, I think it was that much.  
20    I don't know how it got to be \$700, but I think  
21    it was around that much, but every time that we  
22    went to court, I had the money with me, I  
23    brought the money to court and I told Mr.  
24    Bigelow that.

25          Q.     Did you pay the money into the

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1 court?

2 A. No, I kept the money.

3 Q. Did the magistrate explain to you  
4 the escrow procedure in municipal where you pay  
5 the money into the court as a bond during the  
6 time that you argue your case?

7 A. I was not sent that at all. I was  
8 sent a letter which I didn't read. I brought  
9 the money to court.

10 Q. You were sent a letter that you did  
11 not read?

12 A. No, I was sent a letter that said I  
13 could put \$700 in escrow but I didn't, I  
14 brought the money to court.

15 Q. Did you file an answer to the  
16 eviction?

17 A. I didn't know that I could. I  
18 didn't know that I could, file an answer,, what  
19 do you mean?

20 Q. There is a piece of paper that comes  
21 with the eviction. There is a summons that  
22 tells you what you need to do and the time  
23 period to do that.

24 A. I never saw that, I never paid  
25 attention.

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1 Q. Did you come to court when the case  
2 was called?

3 A. Yes, I did.

4 Q. Did you have a hearing?

5 A. Yes.

6 Q. Was there testimony given?

7 A. As far as by who?

8 Q. By you, by Mr. Bigelow, anybody?

9 A. Yes, there was testimony given.

10 Q. Did you testify?

11 A. Yes, I did.

12 Q. What did you testify about?

13 A. I testified that I didn't realize  
14 that I was actually a renter, that I assumed  
15 that I was doing these things by land  
16 contract. That's the way that I was paying  
17 him. I'm pretty sure that's what I said, and  
18 then at that time, I presented the land  
19 contract to the judge and, in fact, the first  
20 judge granted a continuance on that fact.

21 Q. And allowed you the opportunity to  
22 pay the rent in the court?

23 A. No, that happened, I think, either  
24 the second or third, if I can remember  
25 properly, I announced in court that I had his

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1 money. I even talked to his lawyer and told  
2 him that I had his money.

3 Q. Who was his lawyer?

4 A. He rejected his money, he didn't  
5 want his money.

6 Q. Who was his lawyer?

7 A. The same man that I went down and  
8 did these contracts with, if I'm correct.

9 Q. There was a hearing where you were  
10 ordered out of the house?

11 A. That's correct.

12 Q. So you were evicted?

13 A. That is correct.

14 Q. Did you hire a lawyer to contest the  
15 conviction?

16 A. I didn't have the money. I had the  
17 \$700 that I owed and at that point, I asked  
18 him, I announced in court that I had his money.

19 Q. Sir, it's late and the simple  
20 question was, did you contact a lawyer to  
21 appeal that?

22 A. No. No, I didn't know that I could  
23 appeal it. At that particular point, I did not  
24 know that I could appeal it.

25 Q. So the magistrate didn't tell you

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1       that you had ten days to appeal the ruling to  
2       the judge?

3           A.    No, he did not.  He told me that I  
4       had specific amount of time to get out of the  
5       house.

6           Q.    Did you leave the house  
7       voluntarily?

8           A.    I left the house voluntarily.  I  
9       didn't have to be forcibly put out, no.

10          Q.    Did you do anything to the house  
11       before you left?

12          A.    Yes, I did.

13          Q.    What did you do?

14          A.    In my frustration I threw a match  
15       into a set of boxes in the basement which  
16       created a small fire.

17          Q.    And were your belongings still in  
18       the house at that time?

19          A.    Yes, they were.

20          Q.    Were any family members still in the  
21       house at that time?

22          A.    No, there were not.

23          Q.    How much damage did that fire do?

24          A.    Well, I talked to the fire marshal,  
25       I'm not sure but he said that all of my

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1 belongings were still in the house.

2 Q. Did it do damage to the first  
3 floor?

4 A. Not that I know of.

5 Q. You left the house?

6 A. I left the house. I didn't know if  
7 it had caught. I had no idea of anything about  
8 it.

9 Q. Did you do this during the daytime  
10 or nighttime?

11 A. This happened during the day.

12 Q. Were you convicted of arson or  
13 aggravated arson?

14 A. I pleaded guilty to arson.

15 Q. Did you do any time?

16 A. I did six months.

17 Q. Is that the first time that you had  
18 ever been found guilty of anything?

19 A. That's the first time that I've been  
20 found guilty of any type of felony.

21 Q. What type of misdemeanors have you  
22 been convicted of?

23 A. I think a long, long time ago, I'm  
24 not sure. I know I didn't have anything, I  
25 think I had a long, maybe 20 years ago, I

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1 got --

2 Q. Then I'm not interested in 20 years  
3 ago.

4 A. That's what I'm talking about.  
5 Other than that I have haven't been convicted  
6 of anything other than that. I saw other  
7 things on my record but if you investigated,  
8 they are not mine. I didn't have anything but  
9 a parking ticket. No, I haven't been in  
10 trouble with the law and I've been here like 53  
11 years. So I basically never, I basically --  
12 not as far as I know, I've never been involved  
13 with the law or any type of law at the time.

14 Q. There are convictions on your record  
15 that are not yours?

16 A. Yes, there are.

17 Q. What are those convictions that are  
18 not yours?

19 A. Yes, what I can see, there was a  
20 theft on charge that I didn't know anything  
21 about.

22 Q. From when?

23 A. I don't know.

24 Q. From the last ten years?

25 A. I think, I don't know. I just saw

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1       some things on my record but I don't know, I  
2       know for a fact when I got out, they had a  
3       Harry Curtis on Fox Avenue or something like  
4       that and that's not me. I never lived on any  
5       street like that.

6               Q.     Now, your lawyers has answered some  
7       interrogatories in this lawsuit that identifies  
8       you as a witness, and it talks about what the  
9       subject matter of your testimony is expected to  
10      be, and it says Harry and Patricia Curtis,  
11      these witnesses who were victimized by the same  
12      scheme as that perpetrated against the  
13      defendants. What scheme were you victimized  
14      by?

15             A.     Well, basically I can't involve  
16      myself with anything like that. That was  
17      discussed with my lawyer and --

18             Q.     Yes, sir, you can involve yourself  
19      with something like that. It says this is what  
20      the subject of your testimony is going to be.  
21      So what scheme were you victimized by?

22             A.     Well, all I know is that basically  
23      somebody came to my house I was familiar with,  
24      they brought somebody in my house that I was  
25      led to believe that I could trust these people

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1 and then before, when it was all over I had  
2 lost property and I had lost belongings within  
3 that house that had been there for over 33  
4 years. That's what I know.

5 I was not allowed to get my  
6 property. The police were called in, they were  
7 not allowed to let me go in there and get my  
8 property. I was told that those things had  
9 been destroyed. He was told all kinds of lies  
10 and then I ended up not getting anything, but I  
11 do know that people saw them taking stuff out  
12 of there for a week.

13 Q. Now, you said you left your house  
14 voluntarily, you didn't have to be forced out  
15 by the sheriff?

16 A. Well, I wasn't there. I wasn't  
17 there. Basically that's what happened, I  
18 wasn't there. When I came back, I was not  
19 allowed to go in. I was told that the property  
20 was being held that way for, how can you say  
21 it --

22 Q. Arson investigation?

23 A. For arson investigation.

24 Q. All right.

25 A. Not arson investigation, that it was

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1       being held as a crime scene and I couldn't get  
2       in, but in talking with the fire marshal, he  
3       told me that was not the case; and the house  
4       was boarded up. I mean, there was boards put  
5       on the doors and the windows and everything  
6       else and those things were not broken.

7           Q.     So you lost property because the  
8       house was sealed up as a crime scene?

9           A.     No, I was, no, not at all. Because  
10      it wasn't sealed up as a crime scene, that's  
11      what I was told. But the fire marshal told me  
12      different and he told me that's not what he  
13      told anybody.

14          Q.     All right. So you lost property  
15      because you weren't allowed back in the home  
16      after being told it was a crime scene?

17          A.     No, I lost property because I was  
18      not allowed into the house because people was  
19      being told it was being used for a crime scene  
20      as a reason for not letting me in the house.

21          Q.     Okay.

22          A.     But that was not the reason.

23          Q.     So I don't understand what scheme  
24      you were victimized by involving Mr. Bigelow.

25          A.     Well, like I said, what I said is

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1 basically that I don't know about the scheme or  
2 all of that type of situation. I know these  
3 things. I know that basically people came into  
4 my home uninvited, they built up a trust in me  
5 and brought a person that I knew something  
6 about into the house.

7 They promised me certain things,  
8 those things were not fulfilled. When I  
9 rebutted those things, I ended up being a  
10 tenant and I was put out of my home and the  
11 property within my home was taken.

12 Q. All right, so certain things were  
13 promised to you that were not fulfilled. The  
14 only thing I've heard about is your roof wasn't  
15 fully repaired.

16 A. Well, that's one, that's the thing  
17 that I'm speaking of, I think, right now; but  
18 I'm not sure, there may have been others.

19 Q. Well, take a second to think. We've  
20 been here this long, you might as well get it  
21 all out.

22 A. I'm not sure about that. I'm not  
23 sure about that. First of all, I'm just not  
24 sure. I'm not going to get myself into, I'm  
25 not sure about that. I'm not sure about that.

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1 Q. Anything else would be of lesser  
2 importance than fixing the roof?

3 A. I'm not saying that.

4 Q. What else would there have been that  
5 wasn't fulfilled?

6 A. Well, I think basically there are  
7 some other things. So I'm not sure of them at  
8 this time and I'm not quite sure of them at  
9 this time, and I have to go back, look things  
10 over and deal with them there. I'm not sure.

11 Q. Okay. So we'll continue your  
12 deposition until tomorrow afternoon to give you  
13 a chance to go home and look at them.

14 A. I may not even have that stuff with  
15 me. That stuff has been passed on to my  
16 attorney and I think that would involve asking  
17 him because --

18 Q. That's fine, I don't mind if you ask  
19 him.

20 A. I mean as far as --

21 MR. SCHWANTES: We can take a  
22 five minute break. If there is anything that  
23 you'd like to go over, why don't we take a  
24 break here and I think we can wrap this up  
25 quicker.

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1 THE WITNESS: That sounds good.

2 MR. SCHWANTES: Okay.

3 (WHEREUPON, a recess was taken.)

4 MR. LABER: Let the record  
5 reflect that we are back on the record after  
6 Mr. Curtis and Mr. Schwantes left the room and  
7 came back.

8 MR. SCHWANTES: You need to have  
9 the question read back or if Mr. Laber would  
10 like to repeat it.

11 BY MR. LABER:

12 Q. I do. You said there were matters  
13 that were not fulfilled and the only thing that  
14 you've come up with is the roof, matters that  
15 were promised to you that were not fulfilled.

16 A. Well, basically I never expected to  
17 be a renter. I assumed that I would be able to  
18 be under a land contract. I never assumed that  
19 I would lose all of my property or my home.

20 Q. So you think that at that point in  
21 time where you were being evicted, if it had  
22 been a land contract as opposed to a lease or a  
23 renter's agreement, there would have been a  
24 different consequence other than the  
25 eviction?

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1           A.     I don't know, I'm not sure. I'm not  
2     sure, but it was my assumption that in either,  
3     I'm not sure about this, but I assumed that in  
4     either, you were supposed to get your property  
5     which I did not get.

6           Q.     After the all of this took place,  
7     did you contact an attorney to help you undue  
8     this mess, to get your property back?

9           A.     Well, I had already made several, I  
10    had already made several attempts through the  
11    police, otherwise --

12          Q.     I'm sorry, I'm talking about the  
13    house.

14          A.     Well, I didn't have, I was  
15    incarcerated. You have to realize I was  
16    incarcerated. So I didn't have an opportunity  
17    to do much of anything. I talked with Mr.  
18    Bigelow at, before the eviction took place and  
19    told him I had the money and that I was willing  
20    to give him the money. I talked to his lawyer  
21    that day. He would not allow it.

22          Q.     Again, sir, it's awful late and the  
23    question is, did you contact a lawyer to help  
24    you get title back to the property or to get  
25    this land contract versus lease things

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1       straightened out?

2               A.     I was incarcerated, I had no  
3       opportunity at that time. I was incarcerated  
4       for six months.

5               Q.     For six months, yes, sir, when was  
6       those six months started?

7               A.     Those six months started, oh, I  
8       guess, I'm not sure, I'm not sure. It's a  
9       matter of record, I'm not sure.

10              Q.     You were not incarcerated for  
11       several months after the eviction; is that  
12       right?

13              A.     Yeah, I had to find us somewhere to  
14       live and try to get, you know, clothes and  
15       things like that along those lines because I  
16       was not allowed to get my property.

17                     MR. LABER: I don't think I have  
18       anything else.

19                     MR. SCHWANTES: I don't have any  
20       questions. I guess we'll request signature.

21                             (Deposition concluded at 6:50  
22       p.m.)

23

24

25

HARRY CURTIS

\* \* \* \* \*

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IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION

SHIRDENIA BRYANT : Civil Action No. C-1-02-006  
Plaintiff, : (Judge Spiegel)  
 : (Magistrate Judge Sherman)  
vs. :  
PRESCOTT BIGELOW, IV, et al. : PLAINTIFF HARRY CURTIS'  
 : RESPONSES TO DEFENDANT  
 : PRESCOTT BIGELOW'S FIRST  
Defendants. : SET OF INTERROGATORIES  
 : AND REQUESTS FOR  
 : PRODUCTION OF DOCUMENTS

INTERROGATORIES

1. State the full name and address of every individual who assisted in any manner in the answering of these Interrogatories and/or Request for Production of Documents.

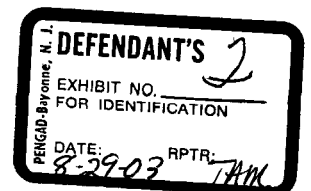
RESPONSE: Harry Curtis  
3913 Vine Street, Apt. 2  
Cincinnati, OH 45217

James E. Schwantes, Attorney  
Angela Vaught, Legal Assistant  
119 East Court Street, Suite 500  
Cincinnati, OH 45202

2. Identify all individuals with knowledge of the transactions with Defendant Bigelow alleged in the Amended and Supplemental Complaint.

RESPONSE: In addition to Plaintiffs Harry Curtis and Shirdenia Bryant and Defendants Roseanne Christian, and Prescott Bigelow, IV, persons with knowledge include John Meckstroth, Walter Ellis, Patricia Curtis, and Dan Rottmiller of the Cincinnati Fire Division.

3. For each person identifies in interrogatory number 2 state the facts of which they have knowledge.



RESPONSE: For Walter Ellis, see Shirdenia Bryant's response to Defendant Prescott Bigelow IV's document request no. 3.

John Meckstroth has knowledge of the documents he prepared for Harry Curtis, including a settlement statement, land contract, and rental agreement. John Meckstroth billed Harry Curtis for preparation of the land contract. Meckstroth has knowledge of the eviction proceeding against Harry Curtis in Hamilton County municipal court, particularly, Prescott Bigelow's testimony that no land contract existed between Bigelow and Harry Curtis. Meckstroth has knowledge of the contents of the contract to purchase executed by Harry and Patricia Curtis on August 2, 1999. Meckstroth has knowledge of Prescott Bigelow's entities Tri State Mortgage Assistance, the Keene Group, and Bigelow Properties.

Patricia Curtis has knowledge of the transactions that her husband entered into with Prescott Bigelow in August 1999. Mrs. Curtis was present at the home at 1966 Fairfax in July 1999 when Roseanne Christian entered the home uninvited. She was also present on August 2, 1999 when Roseanne Christian and Prescott Bigelow prepared a contract to purchase for her and her husband to sign. In addition, Mrs. Curtis has knowledge of the repairs that Prescott Bigelow promised to make to the home but did not provide. She has knowledge of the eviction proceeding filed by Prescott Bigelow; the land contract that her husband received from John Meckstroth; and the payments made by Harry Curtis to Prescott Bigelow under the terms of the land contract. She knows about the emotional and financial damage that Harry Curtis suffered as a result of losing the family home to Prescott Bigelow. She knows the history of the home as it relates to Harry Curtis family. She knows the type and amount of personal property that was removed from the house by Prescott Bigelow after Bigelow evicted the Curtises. She knows about the fire started by her husband in the home, and the criminal prosecution that followed. She knows the extent of the damage to the home as a result of the fire.

Dan Rottmiller, Cincinnati Fire Division, Fire Investigation Unit has knowledge of the extent of damage at 1966 Fairfax following the fire started by Harry Curtis. He has knowledge of the statement made by Harry Curtis to him following the fire.

4. Identify all individuals with knowledge of any misrepresentation of material fact by Defendant Bigelow as alleged in the Amended and Supplemental Complaint.

RESPONSE: In addition to Plaintiffs, persons with knowledge include Roseanne Christian, and the persons identified in Interrogatory number 3, above.

5. For each person identified in interrogatory number 4 state the facts at which they have knowledge.

RESPONSE: For John Meckstroth and Patricia Curtis, see answer to Interrogatory number 3, above.

For Roseanne Christian, see Plaintiff Harry Curtis' response to Defendant Roseanne Christian's interrogatory number 5 and 9, and Plaintiff's RICO case statement at § 2(b).

6. Identify all of the other victims referred to in paragraph 29 of the Amended and Supplemental Complaint.

RESPONSE: Other victims include Shirdenia Bryant and Mark and Michael Burbrink.

7. Identify every misrepresentation of material fact, with specificity, which you allege was made by Defendant Bigelow.

RESPONSE: On August 2, 1999, Bigelow induced Curtis to sign a contract in which Curtis sold his home to Bigelow for a purchase price of \$0.00. Bigelow falsely represented to Harry Curtis that Bigelow's proposed arrangement was better than any arrangement Harry Curtis could receive from a bank. Bigelow misrepresented the nature of the transaction to Harry Curtis by assuring Curtis that Curtis was not selling his home to Bigelow. Bigelow falsely represented to Curtis he would make repairs on the 1966 Fairfax property. Bigelow induced Harry Curtis into closing on the transaction by deceiving Harry Curtis into believing that he was entering into a land contract. During a hearing in Hamilton County Case No. B0001276, Bigelow claimed that he did not have land contract agreement with Curtis and that Curtis was strictly a tenant at 1966 Fairfax Avenue. Defendant Bigelow falsely informed local authorities of the extent and nature of the fire that Harry Curtis started at 1966 Fairfax Avenue.

8. Identify, with specificity, the manner in which you claim that Defendant Bigelow induced use of the U.S. Mails as alleged in paragraph 35 of the Amended and Supplemental Complaint.

RESPONSE: Defendant Bigelow established a system by which he was paid rent through the U.S. Mails. For information on each individual usage of the U.S. Mails by Defendant Bigelow please see the chart in Plaintiff's RICO Case Statement, pages 6-13.

9. Identify each fact upon which you rely support of the allegation that defendant Bigelow conducted affairs through a pattern of racketing activity as alleged in paragraph 34 of the Amended and Supplemental Complaint.

RESPONSE: See Plaintiff's RICO case statement at pages 1-17.

10. Identify each fact upon which you rely in support of the allegation that Defendant Bigelow participated in the management and control of the enterprises identified in paragraph 34 of the Amended and Supplemental Complaint.

RESPONSE: See Plaintiff's RICO case statement at pages 17-19. Defendant Bigelow is the sole member and owner of the Keene Group, LLC, Bigelow Properties, and Tri-state Mortgage Assistance. This information is public record through the Ohio Secretary of State, was stated by the Defendant in his deposition under case number A0005052, and is supported by statements from Walter Ellis.

11. Identify every violation of the Federal Mail Fraud Statute by Defendant Bigelow which you allege in paragraph 35 of the Amended Supplemental Complaint.

RESPONSE: Please see Plaintiff's RICO Case Statement, pages 6-13.

12. Identify every violation of the Federal Wire Fraud Statute by Defendant Bigelow which you allege in paragraph 35 of the Amended and Supplemental Complaint.

RESPONSE: Please see Plaintiff's RICO Case Statement, pages 6-13.

13. Identify every false statement, misinformation and material omission referenced in paragraph 38 of the Amended and Supplemental Complaint.

RESPONSE: In addition to the information stated in Interrogatory number 7 and Plaintiff's RICO case statement § 4(b), Defendant Bigelow deceived Harry Curtis as to the fact that by entering into the real estate transaction, Curtis would lose all rights he had previously had as the owner of 1966 Fairfax Avenue. Bigelow also failed to tell Curtis that John Meckstroth was serving as Bigelow's attorney at the closing and Meckstroth was not representing Harry Curtis. Bigelow failed to tell Harry Curtis that he would evict him if Curtis missed a payment on the purported land contract. Bigelow failed to tell Curtis of his intention to encumber Curtis' property with mortgages and drain the equity from the property. Bigelow deceived Harry Curtis into believing that he and Christian helped property owners who were in financial distress. Bigelow failed to disclose that he paid Roseanne Christian to target homeowners like Harry Curtis who were in foreclosure and who had a large amount of equity in their homes. Bigelow also misrepresented the nature of the fire at 1966 Fairfax Avenue.

14. For each false statement, misinformation and material omission identified in the answer to interrogatory number 13, identify the specific manner in which said statements, misinformation or material omission deceived you into parting with your property.

RESPONSE: All misrepresentations made by Bigelow as to the nature of the transaction deceived Harry Curtis into parting with his property.

15. Identify all damages which you claim in this action, and identify the precise manner in which said damages were calculated.

RESPONSE: Curtis lost \$92,473.00 in equity in his home at 1966 Fairfax. This figure is arrived at by taking the value of the home (\$97,000.00) minus the amount paid by Bigelow for delinquent real estate taxes (\$4,527.00). In addition, Harry Curtis paid Bigelow \$700.00 in payments under the terms of the land contract. Harry Curtis also lost personal property that was in his home at the time Bigelow evicted him, and which Bigelow failed to return to Curtis. The total amount of personal property lost is to be determined. A parcel list of items of the personal property in the home that Bigelow did not return, is attached in response to document request number 5, below.

Curtis' damages are offset by \$9,800.00 which he received from Bigelow on August 25, 1999.

Curtis also seeks punitive damages.

16. Identify each fact upon which you rely in support of the allegation that you have been injured in your business and property as alleged in paragraph 40 of the Amended and Supplemental Complaint.

RESPONSE: See Responses to Interrogatory Nos. 3, 7, 15, and 17 and RICO Case Statement at 4(a) and 5(c). Response will be supplemented as facts are discovered.

17. Identify, with specificity, the manner in which you have suffered damage to your personal and financial reputation, suffered financial loss and emotional distress, as alleged in paragraph 48 of the Amended and Supplemental Complaint. For each alleged item of damages in paragraph 48, identify the amount of damages you claim.

RESPONSE: Harry Curtis suffered financial loss by losing his family home and the personal property inside of it. He suffered emotional distress as a result of being evicted from his home.

18. Identify every fact upon which you rely support of the allegation that Defendant Bigelow entered into a relationship of trust and confidence with you, and assumed fiduciary duties with respect to you, as alleged in paragraph 50 of the Amended and Supplemental Complaint.

RESPONSE: Discovery is ongoing. Facts will be identified as determined.

19. State the name and location of every person, other than experts, who may be called by you as a witness at trial.

RESPONSE: Plaintiff will supplement his witness list as witnesses become known. In addition to his own testimony and the expert testimony of Donald Lerner, Plaintiff expects to call Shirdenia Bryant, Mark and Michael Burbrink, Walter Ellis, John Meckstroth, Patricia Curtis, and Dan Rottmiller.

20. For each person identified in interrogatory number 19, state the substance of their expected testimony.

RESPONSE: See response to interrogatory number 3, above, and Plaintiff Shirdenia Bryant's response to Defendant Prescott Bigelow IV's interrogatory number 20.

21. State the name and address of every expert witness whom you expect to call as a witness at trial.

RESPONSE: Mr. Donald Lerner, Mercantile Center, Suite 800, 120 East Fourth Street, Cincinnati, Ohio 45202.

22. For each expert identified in interrogatory number 21,

A. state the qualifications of such expert;

RESPONSE: See Plaintiff Shirdenia Bryant's response to Defendant Prescott Bigelow IV's interrogatory number 22(A).

B. subject matter on which said expert will testify;

RESPONSE: See Plaintiff Shirdenia Bryant's response to Defendant Prescott Bigelow IV's interrogatory number 22(B).

C. the facts known and opinions held by each expert related to this civil action.

RESPONSE: See Plaintiff Shirdenia Bryant's response to Defendant Prescott Bigelow IV's interrogatory number 22(C).

23. Identify every exhibit you expect to offer into evidence at trial. Please produce same for inspection and copying or attached a copy thereof to these answers.

RESPONSE: Discovery in this case is ongoing. Exhibits will be identified as they are determined.



**REQUESTS FOR PRODUCTION OF DOCUMENTS**

1. If any photographs, films, videotapes or audio tapes have been taken by you or any of your agents or representatives, or by any other person, relating to any of the facts alleged in the Amended and Supplemental Complaint, please produce them for inspection and copying.

RESPONSE: An audio tape of Plaintiff Harry Curtis' statement to Dan Rottmiller, Cincinnati Fire Investigator, regarding the fire set to 1966 Fairfax is available for copying at the Law Office of William H. Blessing. A transcript of that audiotape is produced and marked as "Bryant 712-716."

2. Please produce copies of all documents containing information relating to the facts alleged in the Amended and Supplemental Complaint.

RESPONSE: Documents marked as "Bryant 692-707" are attached

3. Produce all documents which refer to relate to Defendants Bigelow, Christian, John Marfisi and John Meckstroth.

RESPONSE: Documents marked as "Bryant 692-707" are attached

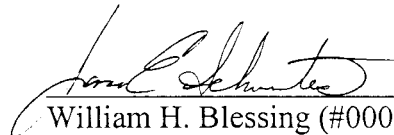
4. Produce all exhibits to be offered at trial.

RESPONSE: Exhibits have not been identified. Exhibits will be produced when they are determined.

5. Produce all documents that relate to or support your claim for damages.

RESPONSE: Plaintiff has attached a partial list of items which were in the Curtis' home at 1966 Fairfax and which were not returned by Bigelow (marked as Bryant 708-711). Plaintiff will supplement this response as facts are determined. Plaintiff also relies upon documents produced by Defendant Bigelow and Walter Ellis relating to property at 1966 Fairfax Avenue. Plaintiff has enclosed a CD produced by Walter Ellis pursuant to subpoena duces tecum.

Respectfully submitted,



William H. Blessing (#0006848)  
James E. Schwantes (#0068771)  
119 East Court Street, Suite 500  
Cincinnati, OH 45202  
Telephone: (513) 621-9191  
Telecopier: (513) 621-7086

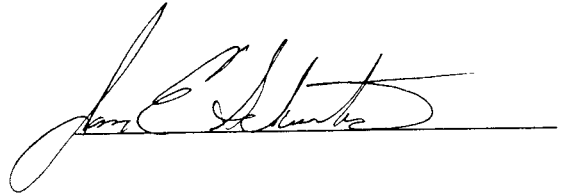


### CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing document was served by hand delivery upon:

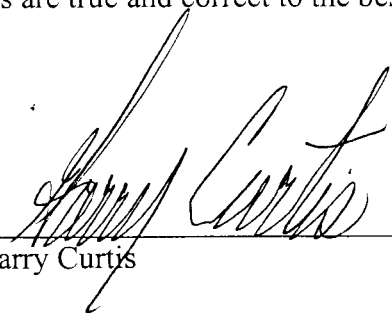
Gary R. Lewis, Attorney  
Cincinnati Club Building, Suite 915  
30 Garfield Place  
Cincinnati, OH 45205

on this 2<sup>nd</sup> day of July, 2003.

A handwritten signature in black ink, appearing to read "James E. Stumbaugh", is written over a horizontal line.

**VERIFICATION**

The foregoing answers to interrogatories are true and correct to the best of my knowledge, information, and belief.

  
\_\_\_\_\_  
Harry Curtis

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF HAMILTON    )

Signed and sworn to before me this 14<sup>th</sup> day of August, 2003.

  
\_\_\_\_\_  
Notary Public

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION

SHIRDENIA BRYANT : Civil Action No. C-1-02-006  
Plaintiff, : (Judge Spiegel)  
vs. : (Magistrate Judge Sherman)  
PRESCOTT BIGELOW, IV, et al. :  
Defendants. :  
:

PLAINTIFF HARRY CURTIS' RESPONSE TO DEFENDANT  
ROSEANNE CHRISTIAN'S FIRST SET OF INTERROGATORIES  
AND REQUESTS FOR PRODUCTION OF DOCUMENTS

INTERROGATORIES

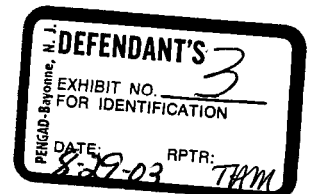
1. State the full name and address of every individual who assisted in any manner in the answering of these Interrogatories and/or Request for Production of Documents.

RESPONSE: Harry Curtis  
3913 Vine Street, Apt. 2  
Cincinnati, OH 45217

James E. Schwantes, Attorney  
Angela Vaught, Legal Assistant  
119 East Court Street, Suite 500  
Cincinnati, OH 45202

2. Identify all individuals with knowledge of the transactions with Defendant Bigelow alleged in the Amended and Supplemental Complaint.

RESPONSE: In addition to Plaintiffs Harry Curtis and Shirdenia Bryant and Defendants Roseanne Christian, and Prescott Bigelow, IV, persons with knowledge include John Meckstroth, Walter Ellis, Patricia Curtis, and Dan Rottmiller of the Cincinnati Fire Division.



3. For each person identified in interrogatory number 2 state the facts of which they have knowledge.

RESPONSE: See Plaintiff Harry Curtis' response to Defendant Prescott Bigelow IV's Interrogatory number 3.

4. Identify all individuals with knowledge of any misrepresentation of material fact by Defendant Christian as alleged in the Amended and Supplemental Complaint.

RESPONSE: Patricia Curtis and Harry Curtis.

5. For each person identified in interrogatory number 4 state the facts of which they have knowledge.

RESPONSE: For Patricia Curtis, see Plaintiff Harry Curtis' response to Defendant Prescott Bigelow IV's Interrogatory number 3.

Harry Curtis was told by Roseanne Christian on at least three occasions at his home in August 1999 that he Roseanne Christian's plan to "help" Harry Curtis keep his home did not involve selling his home. Roseanne Christian told Harry Curtis in person and by telephone in August 1999 that she could help him keep his home and pay his back taxes. She told him that he had to act quickly on her proposal or else he would lose his home.

6. Identify all of the other victims referred to in paragraph 29 of the Amended and Supplemental Complaint.

RESPONSE: See Plaintiff Shirdenia Bryant's response to Defendant Prescott Bigelow IV's Interrogatory number 6.

7. Identify every misrepresentation of material fact, with specificity, which you allege was made by Defendant Christian.

RESPONSE: See answer to Interrogatory number 5, above, and Interrogatory number 9, below.

8. Identify each fact upon which your rely in support of the allegation that Defendant Christian engaged in a pattern of racketeering activity as alleged in paragraph 39 of the Amended and Supplemental Complaint.

RESPONSE: See Plaintiff's RICO case statement at §§ 2(b), 5(f), and 6(b).

9. Identify every false statement, misinformation and material omission referenced in paragraph 38 of the Amended and Supplemental Complaint.

RESPONSE: See Plaintiff's response to Interrogatory number 5, above. In addition, Roseanne Christian deceived Harry Curtis by assuring him that he was not selling his home to Prescott Bigelow and that he was retaining the rights to ownership of the home. She falsely represented to him that she was from a helping organization and that she was a friend who could help him save his home. She misled Harry Curtis into believing that he was entering into a deal under in which Prescott Bigelow and Harry Curtis would enter into a land contract. Defendant Christian failed to disclose that she had targeted Harry Curtis for this real estate transaction because Harry Curtis' home had a large amount of equity in it. She failed to disclose that she was paid \$4,000.00 by Bigelow after the closing on August 25, 1999.

10. For each false statement, misinformation and material omission identified in the answer to interrogatory number 9, identify the specific manner in which said statements, misinformation or material omission deceived you into parting with your property.

RESPONSE: Each of Christian's misrepresentations and material omissions induced Harry Curtis to sign over ownership of his property to Prescott Bigelow, IV.

11. Identify all damages which you claim in this action, and identify the precise manner in which said damages were calculated.

RESPONSE: See Plaintiff Harry Curtis' response to Defendant Prescott Bigelow IV's Interrogatory number 15.

12. Identify each fact upon which you rely in support of the allegation that you have been injured in your business and property as alleged in paragraph 40 of the Amended and Supplemental Complaint.

RESPONSE: See responses to interrogatories numbers 5 and 9 above, and Plaintiff's RICO case statement at § 4(b).

13. Identify, with specificity, the manner in which you have suffered damage to your personal and financial reputation, suffered financial loss and emotional distress, as alleged in paragraph 48 of the Amended and Supplemental Complaint. For each alleged item of damage in paragraph 48, identify the amount of damages you claim.

RESPONSE: See Plaintiff Harry Curtis' response to Defendant Prescott Bigelow IV's Interrogatory numbers 15 and 17.

14. State the name and location of every person, other than experts, who may be called by you as a witness.

RESPONSE: See Plaintiff's response to interrogatory number 2 above. Additional witnesses will be identified as they are discovered.

15. For each person identified in interrogatory number 14, state the substance of their expected testimony.

RESPONSE: See Plaintiff's response to interrogatory number 3 above. Plaintiff will supplement this response as witnesses are identified.

16. State the name and address of every expert witness whom you expect to call as a witness at trial.

RESPONSE: See Plaintiff Shirdenia Bryant's response to Defendant Prescott Bigelow IV's Interrogatory number 21.

17. For each expert identified in interrogatory number 16,

A. State the qualifications of such expert;

RESPONSE: See Plaintiff Shirdenia Bryant's response to Defendant Prescott Bigelow IV's interrogatory number 22(A).

B. subject matter on which said expert will testify;

RESPONSE: See Plaintiff Shirdenia Bryant's response to Defendant Prescott Bigelow IV's interrogatory number 22(B).

C. the facts known and opinions held by each expert related to this civil action.

RESPONSE: See Plaintiff Shirdenia Bryant's response to Defendant Prescott Bigelow IV's Interrogatory number 22(C).

18. Identify every exhibit you plan to offer into evidence at trial. Please produce same for inspection and copying or attach a copy thereof to these answers.

RESPONSE: Discovery is ongoing. Exhibits will be identified as determined.

### **REQUESTS FOR PRODUCTION OF DOCUMENTS**

1. If any photographs, films, videotapes or audio tapes have been taken by you or any of your agents or representatives, or by any other person, relating to any of the facts alleged in the Amended and Supplemental Complaint, please produce them for inspection and copying.

RESPONSE: An audiotape statement to Dan Rottmiller, Cincinnati Fire Investigator, regarding the fire set to 1966 Fairfax is available for copying at the Law Offices of William H. Blessing. A transcript of that audiotape is produced and marked as "Bryant 712-716."

2. Please produce copies of all documents containing information relating to the facts alleged in the Amended and Supplemental Complaint.

RESPONSE: Documents marked as "Bryant 692-707" are attached.

3. Produce all documents which refer or relate to Defendants Bigelow, Christian, John Marfisi and John Meckstroth.

RESPONSE: Documents marked as "Bryant 692-707" are attached

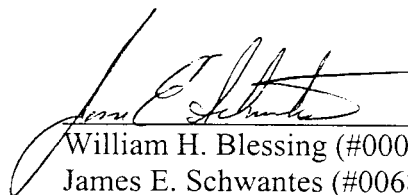
4. Produce all exhibits to be offered at trial.

RESPONSE: Exhibits have not been identified. Exhibits will be produced when they are determined.

5. Produce all documents that relate to or support your claim for damages.

RESPONSE: A list of the Curtis' personal property that was in the home at 1966 Fairfax and removed by Defendant Bigelow is attached (marked as Bryant 708-711). In addition to the documents produced in response to document request number 2, Plaintiff relies upon financial documents produced in this litigation by Defendant Bigelow and Walter Ellis.

Respectfully submitted,



William H. Blessing (#0006848)  
James E. Schwantes (#0068771)  
119 East Court Street, Suite 500  
Cincinnati, OH 45202  
Telephone: (513) 621-9191  
Telecopier: (513) 621-7086

**VERIFICATION**

The foregoing answers to interrogatories are true and correct to the best of my knowledge, information, and belief.

\_\_\_\_\_  
Harry Curtis

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF HAMILTON        )

Signed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Notary Public



### CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing document was served by hand delivery upon:

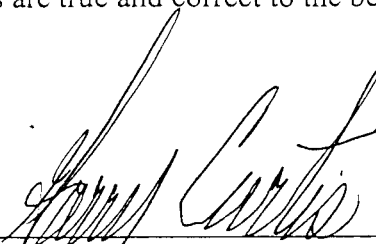
Gary R. Lewis, Attorney  
Cincinnati Club Building, Suite 915  
30 Garfield Place  
Cincinnati, OH 45205

on this 2<sup>nd</sup> day of July, 2003.



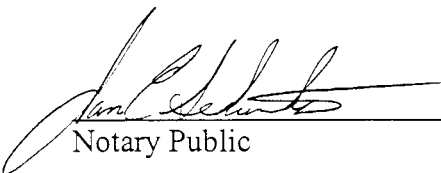
VERIFICATION

The foregoing answers to interrogatories are true and correct to the best of my knowledge, information, and belief.

  
\_\_\_\_\_  
Harry Curtis

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF HAMILTON        )

Signed and sworn to before me this 14<sup>th</sup> day of August, 2003.

  
\_\_\_\_\_  
Notary Public

8/21 Cincinnati, Ohio 1922

- Date: 11/24/2011

**Purchase**

**Purchaser**

**Seller**

**Seller**

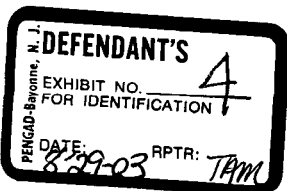
☒ We as Sellers accept the above offer and earnest money submitted to us.

Date:

**Seller**

**Seller**

BRYANT -69:



JOHN R. MECKSTROTH, JR.

ATTORNEY AT LAW

22 WEST NINTH STREET  
CINCINNATI, OHIO 45202

August 25, 1999

PHONE (513) 731-8808  
FACSIMILE (513) 721-1178

WESTWOOD-CHEVIOT

3646 GLENMORE AVENUE  
CINCINNATI, OHIO 45211

Mr. and Mrs. Harry Curtis  
1966 Fairfax Avenue  
Cincinnati, Ohio 45207

RE: 1966 Fairfax Avenue  
Cincinnati, Ohio 45207

FOR PROFESSIONAL SERVICES RENDERED:

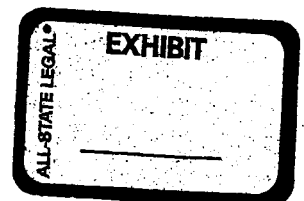
Preparation of Land Installment Contract

\$ 295.00

BALANCE DUE:

\$ 295.00

*Paid in Full*  
*8/25/99*



BRYANT -693

A FDID: 31015 Incident: 00-040041 Exposure: 00 Date: 2/09/00 DOW: Wednesday  
Alarm Time: 8:01 Arrival Time: 8:04 Time in Service: 11:12

B Type of Situation: 11 STRUCTURE FIRE  
Type of Action Taken: 1 EXTINGUISHMENT  
Mutual Aid: 3 NOT APPLICABLE

C Fixed Property Use: 411 1 FAMILY DWELLING-YEAR ROUND USE  
Ignition Factor: 00 UNDETERMINED OR NOT REPORTED

D Correct Address: 1966 FAIRFAX AV  
CINCINNATI OH 45207  
Census Tract:

E Occupant Name: UNKNOWN  
Telephone: (000)000-000 Room or Apt:

F Owner Name: UNKNOWN  
Owner Address:  
Owner Telephone: ( ) -

G Method of Alarm: 7 911 - TELEPHONE TIE-LINE TO FIRE DEPARTMENT  
District: Shift: No. Alarms: 0

H Number Fire Service Personnel: 26 Number of Engines: 3  
Number of Aerial Apparatus: 2 Number of Other Vehicles: 5

I Number of Injuries - Fire Service: 0 Number of Injuries - Other: 0  
Number of Fatalities - Fire Service: 0 Number of Fatalities - Other: 0

J Complex: 98 NO COMPLEX  
Mobile Property Type: 08 MOBILE PROPERTY TYPE NOT APPLICABLE

K Area of Fire Origin: 49 STORAGE AREA - NOT CLASSIFIED  
Equipment Involved in Ignition: 00 EQUIPMENT INVOLVED - UNDETERMINED OR NOT

L Form of Heat of Ignition: 00 FORM OF HEAT/IGNITION - UNDETERMINED/NOT  
Type of Material Ignited: 00 TYPE OF MATERIAL - UNDETERMINED OR NOT R  
Form of Material Ignited: 00 FORM OF MATERIAL IGNITED -UNDETER/NOT RE

M Method of Extinguishment: 6 PRECONNECT HOSE/WATER FROM HYDRANT, DRAFT  
Level of Fire Origin: 8 BELOW GRADE LEVEL OR WATER LEVEL  
Estimated Loss (Dollars): 20,000

N Number of Stories: 2 2 STORIES  
Construction Type: 7 PROTECTED WOOD FRAME

Auditor's Parcel No. 54-2-53

REBECCA PREH GROPPE  
HAMILTON COUNTY RECORDER  
Doc #899 - 171745 Types DE  
Filed 08/26/1999 2:49:40 PM \$ 14.00  
Off. Rec. # 8052 2954 F M27 1 885

## GENERAL WARRANTY DEED

HARRY CURTIS AND PATRICIA CURTIS, husband and wife, hereinafter referred to as Grantor(s), of Hamilton County, Ohio for valuable consideration paid, grant(s), with general warranty covenants to: **PRESCOTT BIGELOW, IV, TRUSTEE**, whose tax-mailing address is P.O. Box 30404, Cincinnati, Ohio 45230. The following REAL PROPERTY:

Situate, lying and being in the City of Cincinnati, County of Hamilton and State of Ohio, and being the east forty and one half (40 ½) feet of Lot number forty (40) of the First Subdivision of The Walnut Hills Land Association, as per plat of said Subdivision recorded in Plat Book 7, Page 97, in the office of the Recorder of Hamilton County, Ohio, and being more particularly described as follows:

Beginning at a point on the northerly line of Fairfax Avenue nine and one-half (9 ½) feet east of the westerly line of said Lot number forty (40); thence running eastwardly along said northerly line of Fairfax Avenue, forty and one-half (40 ½) feet to the easterly line of said Lot number forty (40); thence running northwardly along said easterly line of said Lot number forty (40), one hundred and forty (140) feet to the northerly line of said Lot number forty (40); thence running westwardly along said northerly line of said Lot Number forty (40); forty and one-half (40 ½) feet to a point; thence running southwardly along a line parallel with the westerly line of said Lot number forty (40) a distance of one hundred and forty (140) feet to the north line of said Fairfax Avenue and the place of beginning.

Subject to easements and restrictions of record and taxes and assessments due and payable in December, 1999 and thereafter which the Grantees assume and agree to pay.

Being the property conveyed to the Grantor(s) herein by instrument recorded in Official Record 8052, Page 2952 of the Deed Records of Hamilton County, Ohio.

Grantor(s) releases any right of dower therein. Witness his hand this 25<sup>th</sup> day of August, 1999.

Signed and acknowledged in the presence of:

WITNESS

WITNESS

Harry Curtis

Patricia Curtis

STATE OF OHIO, COUNTY OF HAMILTON, ss:

013731

BE IT REMEMBERED, That on the 25<sup>th</sup> day of August, 1999, before me, the subscriber, a Notary Public in and for said County and State, personally came, **HARRY CURTIS AND PATRICIA CURTIS**, Grantor(s) in the foregoing Deed, known to me and whose identity was proven by satisfactory evidence, and acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

Examined & Compliance With  
Sec. 322.62 R.C.  
Real Property Transfer Tax

Notary Public

Prepared by:  
John R. Meckstroth, Jr.  
Attorney at Law  
22 West Ninth Street  
Cincinnati, Ohio 45202  
(513) 721-8808

DUSTY RHODES  
HAMILTON COUNTY, OHIO

JOHN R. MECKSTROTH, JR., Attorney at Law  
NOTARY PUBLIC - STATE OF OHIO  
My Commission Expires 08/26/2002  
Ohio, Section 542.03

DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINEER

8052 2954

-ax Map -

CAGIS -

This loan amortization is for illustration only. All values displayed are rounded to the nearest dollar. All information contained herein is believed to be accurate but is not guaranteed.

\*\*\*\*\* SEE YOUR BANKING REPRESENTATIVE FOR MORE EXACT LOAN INFORMATION \*\*\*\*\*  
 \*\*\*\*\* SEE YOUR FINANCIAL ADVISOR FOR INVESTMENT AND TAX ADVICE. \*\*\*\*\*

Loan Amount.....\$ 35703.00 Paid Over 15 Years  
 Interest Rate..... 14.00%  
 Monthly Loan Payment.....\$ 475.47  
 Monthly Extra Payment.....\$ 0.00  
 Monthly Property Tax Payment..\$ 75.00  
 Monthly Insurance Payment.....\$ 25.00  
 TOTAL MONTHLY PAYMENT.....\$ 575.47

\* \* TAX PLANNING - DEDUCTIBLE INTEREST \* \*

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
2075.72	4906.18	4786.78	4649.56	4491.84	4310.56

Robert Goering - 4,275.96  
 10% fee, Attorney Fees, 4 class cost 2,227.60  
 Cash to Seller - 10,000  
 Roof Buyer - 5,200  
 Fee 14,000

321-4764 Pete  
 Blanton  
 858-1525 Roseanne  
 Christian

Lease option Payment \$350.00

Save = 225.00

792-7943

**SETTLEMENT STATEMENT**

1966 Fairfax Avenue  
Cincinnati, Ohio 45207  
August 25, 1999

**SELLER(S)**

Sales Price

**\$15,432.24**

## Deductions

- Delinquent real estate taxes-Hamilton County Treasurer	( \$4,527.00)
- Tax foreclosure court costs-Clerk of Courts	( 206.00)
- Recording costs(certificate of transfer and affidavit) - Hamilton County Recorder	( 28.50)
- Attorney fees (Estate of Betty Lou Pringle) - Stephen Kurlansky	( 15.18)
- Real estate tax proration(1/1/99-8/25/99) - Purchaser(s)	( 595.49)
- Transfer tax-Hamilton County Auditor	( 38.75)
- Deed and Affidavit Preparation - John R. Meckstroth, Jr.	( 150.00)
Total Deductions	<u>( \$5,560.92)</u>

Balance Due to Seller(s)

**\$ 9,871.32****PURCHASER(S)**

Purchase Price

**\$15,432.24**

## Deductions and Credits

- Real estate tax proration(1/1/99-8/25/99) - Seller(s)	( \$ 595.49)
---	--------------

## Charges and Expenses

- Attorney Fees - John R. Meckstroth, Jr.	295.00
- Recording costs - Hamilton County Recorder	<u>14.50</u>
Total Charges and Expenses	<b>\$ 309.50</b>

Balance Due from Purchaser(s)

**\$15,146.25**

BRYANT -697



**SETTLEMENT STATEMENT**

Page 2

**SUBSTITUTE FORM 1099 SELLER STATEMENT**


The information contained on Page 1 of this Closing Statement is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

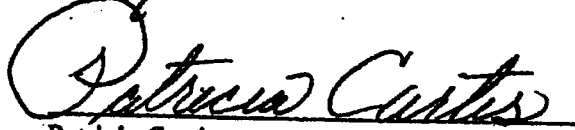
**SELLER INSTRUCTIONS**

If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, Form 6252 and/or Schedule D (Form 1040).

The undersigned acknowledge receipt of a copy of this Closing Statement and agree to the correctness thereof. The parties further acknowledge that the real estate taxes have been prorated and the Seller shall be entitled to the amount held in escrow by the lender upon the final payoff of the mortgage.

SELLER(S):

  
Harry Curtis

  
Patricia Curtis

PURCHASER(S):

  
Prescott Bigelow, IV, Trustee

Prepared by:

John R. Meckstroth, Jr.

Attorney at Law

22 West Ninth Street

Cincinnati, Ohio 45202

(513) 721-8808

## **LAND INSTALLMENT CONTRACT**

This LAND INSTALLMENT CONTRACT entered into by and between **PRESCOTT BIGELOW, IV, TRUSTEE** whose mailing address is P.O. Box 30404, Cincinnati, Ohio 45230, hereinafter referred to as the "Vendor", and **HARRY CURTIS AND PATRICIA CURTIS, husband and wife**, whose tax mailing address is 1966 Fairfax Avenue, Cincinnati, Ohio 45207, hereinafter referred to as the "Vendee", witnesseth:

That in consideration of the mutual promises of the parties herein contained, the vendor agrees to sell and convey, and the vendee agrees to purchase and pay for, the real estate commonly known as 1966 Fairfax Avenue, Cincinnati, Ohio 45207 and more fully described below, together with all the appurtenances and hereditaments thereto, but subject to all conditions, easements and restrictions of record.

Situate, lying and being in the City of Cincinnati, County of Hamilton and State of Ohio, and being the east forty and one half (40 ½) feet of Lot number forty (40) of the First Subdivision of The Walnut Hills Land Association, as per plat of said Subdivision recorded in Plat Book 7, Page 97, in the office of the Recorder of Hamilton County, Ohio, and being more particularly described as follows:

Beginning at a point on the northerly line of Fairfax Avenue nine and one-half (9 ½) feet east of the westerly line of said Lot number forty (40); thence running eastwardly along said northerly line of Fairfax Avenue, forty and one-half (40 ½) feet to the easterly line of said Lot number forty (40); thence running northwardly along said easterly line of said Lot number forty (40), one hundred and forty (140) feet to the northerly line of said Lot number forty (40); thence running westwardly along said northerly line of said Lot Number forty (40); forty and one-half (40 ½) feet to a point; thence running southwardly along a line parallel with the westerly line of said Lot number forty (40) a distance of one hundred and forty (140) feet to the north line of said Fairfax Avenue and the place of beginning.

1. **PURCHASE PRICE AND TERMS:** The vendee agrees to pay for said property the sum of Thirty-Seven Thousand and 00/100 (\$37,000.00) Dollars, payable with interest on the unpaid balance from the date herein until paid at the rate of Eleven and 00/100 (11.0%) per annum. Payments shall be paid in advance in consecutive monthly installments of Three Hundred Fifty and 00/100 (\$350.00) Dollars on the first day of each month beginning September 1, 1999. Such monthly installments shall continue until September 1, 2001 at which time any remaining indebtedness shall be paid to vendor.

All payments shall be delivered to vendor at P.O. Box 30404, Cincinnati, Ohio 45230 or such other place as designated by the vendor in writing to the vendee. Privilege is reserved to prepay the entire indebtedness or any part thereof at any time without penalty.

2. **POSSESSION AND CONVEYANCE:** The vendee shall continue in possession of the property upon the execution of this contract and upon the payment by vendee of the full sum of Thirty-Seven Thousand and 00/100 (\$37,000.00) Dollars as hereinbefore

provided, the vendor will convey marketable title to said premises to vendee by good and sufficient deed of general warranty, free and clear from all encumbrances excepting taxes and assessments then due and payable, easements and restrictions of record, and excepting such as may be caused by the acts or defaults of the vendee.

3. **TAXES AND ASSESSMENTS:** Vendor shall be liable for the taxes and assessments due after the execution of this agreement. Taxes and assessments shall be prorated based on the most recent tax duplicate upon the completion of this contract.

4. **INSURANCE:** The vendor agrees to maintain and pay for hazard insurance in an amount of not less than the purchase price. The vendor shall cause the vendee to be included as "an insured" on said policy.

The vendee shall be responsible for loss or damage to the contents of the premises.

The vendee shall save and keep harmless and indemnify the vendor from and against all loss, damage, or injury, to the extent the same is not covered by insurance, to any person or property while on the property arising out of the use of occupancy of the property by the vendee or the vendee's employees, guests, licensees, or invitees, or which shall be occasioned by any nuisance made or suffered on the property.

5. **ABSTRACT:** In compliance of O.R.C. 5313.02 (A) (12) vendee has obtained an Attorney's Title Opinion at their expense in accordance with the prevailing custom in which the property is located.

6. **UTILITIES AND REPAIRS:** The vendee agrees to pay all electric, gas, water and the storm water management charges and to keep all said property in good condition, and further agrees to make all necessary inside and outside repairs to said property at vendee's own expense. However, the vendee further agrees not to make any material alterations or additions in or to said premises without submitting the plans and specifications to the vendor for approval, and further not to permit or suffer any waste herein.

7. **LAWS AND ORDINANCES:** The vendee agrees to conform to, obey and comply with all the present and future laws, ordinances, rules, regulations, requirements and orders of the United States of America, State of Ohio, County of Hamilton and all of the departments, bureaus, boards and officials of said County respecting said premises and the use and occupation thereof.

8. **INSPECTION OF PREMISES:** The vendee agrees to permit the vendor and the vendor's agents and representatives, to enter upon said property upon reasonable notice to examine the condition of the same and to make necessary repairs if vendor should decide to do so, but this paragraph shall not in any way relieve the vendee to make repairs as provided in Item 6 herein.

9. **RECORDING:** Within, twenty (20) days of the execution of the within contract and agreement, vendor shall cause a copy of the same to be recorded in the Hamilton County Recorder's Office at vendee's expense.

10. **BUILDING ORDERS:** Vendor warrants to having no knowledge of existing or pending building orders on the property.

Vendee further agrees to keep the property free from any county and city building orders. Should vendee fail to do so, the vendors shall have the right to remove said and cause said costs to become an addition to the payment of principal immediately due and payable by the vendee.

11. **ENCUMBRANCES:** Vendor states that there are no mortgages or liens on this property:

12. **DEFAULT:** The parties hereto mutually agree that if the vendor defaults on any mortgage on the property, the vendee may pay on said mortgage and credit said payments against the monthly installment payments provided for herein.

The parties hereto further agree that if the vendee shall fail or neglect to pay any one of the said installments of the purchase money or costs called for in Item 6 when the same becomes due, and such default is not cured within thirty (30) days, as provided by law, or shall fail to keep, to observe and perform all of the covenants and conditions of this contract, then, at the vendor's option, all the installments and the amounts remaining unpaid shall immediately become due and payable and the vendor may terminate this agreement by giving ten (10) days written notice in accordance with O.R.C. 5313.06 to vendee, and in the event of such termination:

a. All payments made by the vendee hereunder may be retained by the vendor not at liquidated damages but for damages caused by nonperformance by the vendee of this agreement and/or

b. Vendor shall have all other rights as provided by law to forfeit the hereunder rights of the vendee and specifically the rights as set forth in O.R.C. 5313.01 to 5313.10;

c. Vendor shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the property and to collect the rents of the property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the property and collection of rents, including, but not limited to receiver's bonds and reasonable attorney's fees, and then to the sum secured by this contract. The receiver shall be liable to account only for those rents actually received.

The failure of the vendor to exercise the option to enforce its rights for any default of the vendee, shall not constitute a waiver of the above provisions.

13. CONDEMNATION: It is agreed that should the property herein be subject to any eminent domain or condemnation proceedings covering part or all of the property, that the vendor shall be entitled to any compensation paid as a result of such taking which shall be applied to the principal balance. Any excess amount shall be paid to the vendee.

14. TIME OF THE ESSENCE: Time is of the essence in the doing, performing, and observing of each and every term, covenant, or condition of this agreement by both vendors and vendee unless specifically excluded above.

15. JOINT AND SINGULAR OBLIGATIONS: As used herein, "vendor" shall include vendors, "vendee" shall include vendees, and the obligations and duties of the vendors and the vendee, respectively, if more than one, shall be joint and several.

16. LATE CHARGE: Vendee shall be subject to a late charge of Five (5%) percent of the amount due after Ten (10) days from the due date.

17. BINDING EFFECT: This agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

18. CAPTIONS: The captions of the several items of this agreement are not a part of the context hereof and shall be ignored in construing this agreement. They are intended only as aids in locating and reading the various provisions hereof.

IN WITNESS WHEREOF, The undersigned have set their hands to duplicate copies on the day of \_\_\_\_\_ day of \_\_\_\_\_, 1999.

SIGNED IN THE PRESENCE OF:

Vendor:

\_\_\_\_\_  
Prescott Bigelow, IV, Trustee

\_\_\_\_\_  
WITNESS AS TO VENDOR

\_\_\_\_\_  
WITNESS AS TO VENDOR

Vendee:

\_\_\_\_\_  
Harry Curtis

\_\_\_\_\_  
WITNESS AS TO VENDEES

\_\_\_\_\_  
WITNESS AS TO VENDEES

\_\_\_\_\_  
Patricia Curtis

STATE OF OHIO, COUNTY OF HAMILTON, SS:

BE IT REMEMBERED, That on the \_\_\_\_\_ day of \_\_\_\_\_, 1999, before me, the subscriber, a Notary Public, in and for said County and State, personally came vendees **HARRY CURTIS AND PATRICIA CURTIS**, in the foregoing Land Contract, and acknowledge the signing thereof to be their and its voluntary act and deed.

IT TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

\_\_\_\_\_  
Notary Public

STATE OF OHIO, COUNTY OF HAMILTON, SS:

BE IT REMEMBERED, That on the \_\_\_\_\_ day of \_\_\_\_\_, 1999, before me, the subscriber, a Notary Public, in and for said County and State, personally came vendor, **PRESCOTT BIGELOW, IV, TRUSTEE**, in the foregoing Land Contract, and acknowledge the signing thereof to be their and its voluntary act and deed.

IT TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

\_\_\_\_\_  
Notary Public

Prepared by:  
John R. Meckstroth, Jr.  
Attorney at Law  
22 West Ninth Street  
Cincinnati, Ohio 45202



HARRY CURTIS  
 PAT WILLIAMS CURTIS  
 NIGHTMARE APTS. 207  
 CHICAGO, ILL. 60607

0308  
 12/31/88

Date 2/28/99

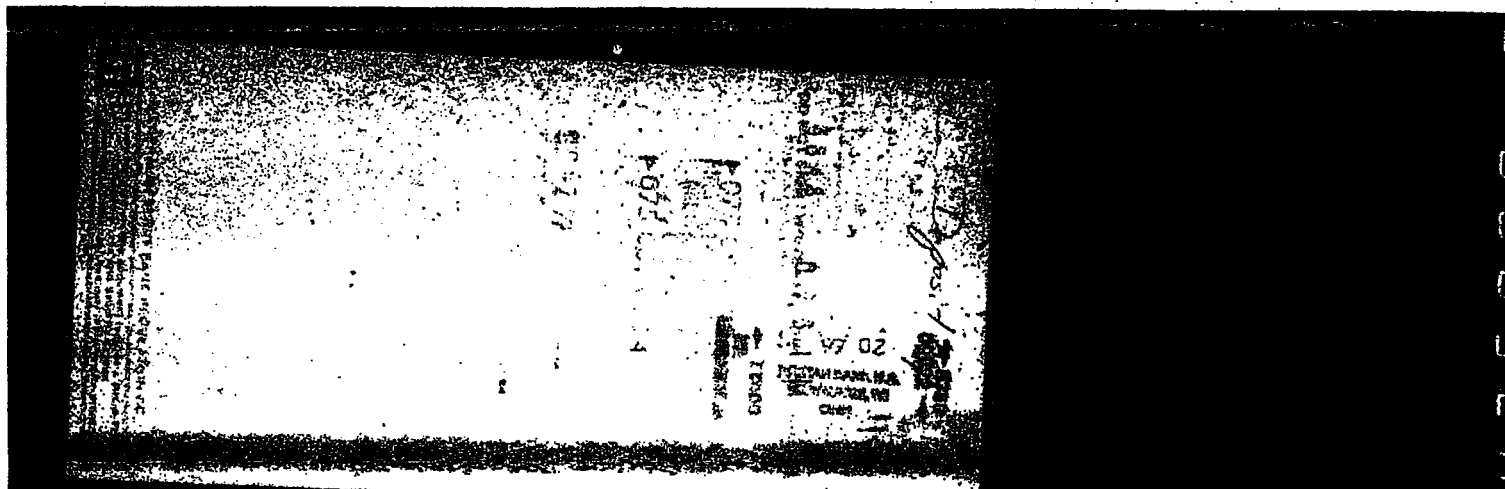
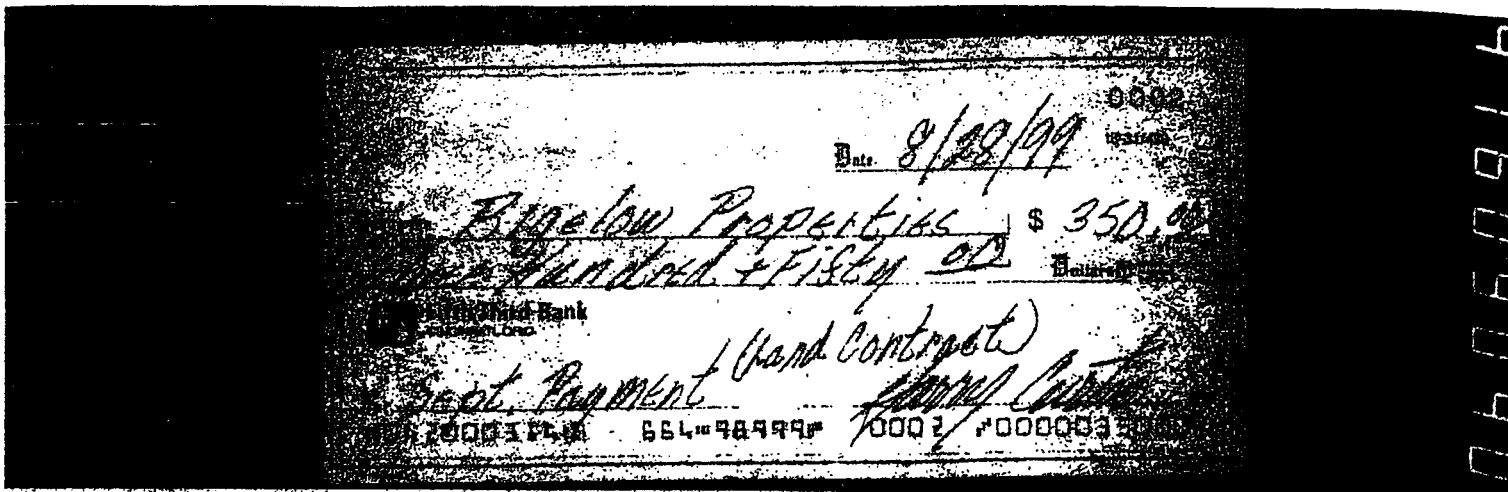
PAY TO THE ORDER OF BIGLOW Properties \$ 350.00  
Three Hundred Fifty DOLLARS AND 00/100

Fifth Third Bank  
 CHICAGO, ILL.

Get Payment Land Contract Harry Curtis

1000003110: 666-888888 0308 1000003110

[illegible]





Request No. M2505102896001 Account No. [REDACTED]

